

Tariff Schedule

Applicable to

Arizona Intrastate

Telephone Communications

of

**TRI-M COMMUNICATIONS, INC.
dba TMC COMMUNICATIONS**

APPROVED FOR FILING
DECISION #: 62281

ISSUED: February 1, 2000

BY: John Marsch
TRI-M Communications, Inc.
dba TMC Communications
125 E. De La Guerra, Suite 201
Santa Barbara, CA 93101

EFFECTIVE: February 2, 2000

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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9	Original
10	Original
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12	Original
13	Original
14	Original
15	Original
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17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original

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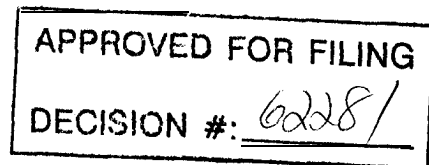
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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to TRI-M Communications, Inc. dba TMC Communications (the "Company").

The Company provides 24-hour **interLATA** and **intraLATA** intrastate telephone services between points in Arizona.

The Company has been granted authority by the Arizona Corporation Commission to provide **interLATA** and **intraLATA** service within the State of Arizona.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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SERVICE AREA MAP

The Company has been granted authority by the Arizona Corporation Commission to provide interLATA and intraLATA service within the State of Arizona.

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APPLICABILITY

This tariff applies to 24-hour interLATA and intraLATA intrastate telephone service in Arizona.

TERRITORY

Within the State of Arizona, as authorized by the Arizona Corporation Commission.

NOTES

- (1) Calls that begin in one rate period and terminate in another will be rated according to the rate in effect at the time the calls begin.
- (2) Call duration is measured from the time hardware or software supervision indicates a connection between the calling and called stations.
- (3) Time Periods:
The Day period is Monday through Friday, from 8:00 a.m. to 4:59 p.m. The Evening period is Monday through Friday, from 5:00 p.m. to 10:59 p.m. The Night/Weekend period is Monday through Friday, from 11:00 p.m. to 7:59 a.m., and Saturday, from 8:00 a.m. to Sunday at 10:59 p.m.

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TRI-M COMMUNICATIONS, INC.
dba TMC COMMUNICATIONS

ORIGINAL

TARIFF ND. 1
ORIGINAL PAGE NO. 7

RATES SCHEDULES

I. Switched - 1. Long Distance Service

Switched - 1, Long Distance Service is available to Customers who maintain a minimum monthly usage of at least \$100.00.

	<u>Current</u>	<u>Maximum</u>
1. Activation Fee:	\$0.00	\$1.00
2. Monthly Access Fee:	\$0.00	\$1.00
3. Usage Rate (per minute):	\$0.129	\$1.00
4. Calls are billed in six (6) second increments with a six (6) second minimum.		

II. Switched - 2. Long Distance Service

Switched - 2, Long Distance Service is available to all Customers regardless of their minimum monthly usage amount.

	<u>Current</u>	<u>Maximum</u>
1. Activation Fee:	\$0.00	\$1.00
2. Monthly Access Fee:	\$0.00	\$1.00
3. Usage Rate (per minute):	so. 129	\$1.00
4. Calls are billed in six (6) second increments with a six (6) second minimum.		

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TRI-M COMMUNICATIONS, INC.
dba TMC COMMUNICATIONS

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TARIFF NO. 1
ORIGINAL PAGE NO. 8

RATES SCHEDULES (Conr'd)

III. Dedicated • 1. Lone Distance Service

Dedicated • 1, Long Distance Service is available to Cwtomen who maintain a **minimum** monthly **usage** of at least \$100.00.

	<u>Cur-rem</u>	<u>Maximum</u>
1. Activation Fee;	\$0.00	\$1.00
2. Monthly Access Fee:	\$0.00	\$1.00
3. Usage Rate (per minure):	\$0.085	\$1.00
4. Calls are billed in six (6) second increments with a six (6) second minimum .		

IV. Dedicated • 2. Long Distance Service

Dedicated • 2, Long Distance Service is available to all Customers regardless of their minimum monthly usage **amount**.

	<u>Current</u>	<u>Maximum</u>
1. Activation Fee:	\$0.00	\$1.00
2. Monthly Access Fee:	so.00	\$1.00
3. Usage Rate (per minute):	\$0.085	\$1.00
4. Calls are billed in six (6) second increments with a six (6) second minimum .		

V. Calling Card

	<u>Minimum</u>	<u>Maximum</u>
1. Activation Fee:	\$0.00	\$1.00
2. Monthly Access Fee:	so.00	\$1.00
3. Usage Rate (per minute):	\$0.169	\$1.00
4. Calls are billed in six (6) second increments with an eighteen (18) second minimum .		

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TAXES AND CHARGES

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Carrier's intrastate services.

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RULES

Rule 1 - Definitions

1. Accounting Code: A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.
2. Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional service.
3. Authorization Code: A multi-digit code which enables a customer to access the Company's network and enables the Company to identify the customer's use for proper billing.
4. Business Hours: The phrase "Business Hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.
5. Carrier: The term "Carrier" means TRI-M Communications, Inc. dba TMC Communications.
6. Commission: The term "Commission" means the Public Utilities Commission of the State of Arizona.
7. Company: The term "Company" means TRI-M Communications, Inc. dba TMC Communications.
8. Completed Call: The term "Completed Call" means a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering devices.
9. Customer: See definition under "Subscriber".
10. Day: The term "Day" means 8:00 A.M. to 4:59 P.M. local time at the originating city, Monday through Friday, excluding Company-specific holidays.

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RULES t ' d)

Rule 1 - Definitions (Cont'd)

11. Delinquent or Delinquency: The terms "Delinquent" and "delinquency" mean an account for which payment has not been paid in full on or before the last day for timely payment.
12. Evening: The term "Evening" means 5:00 P.M. to 10:59 P.M. local time at the originating city, Monday through Friday and on Company-specified holidays except when a lower rate would normally apply.
13. Exchange Area: The term "Exchange Area" means a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.
14. Holiday: The term "Holiday" means all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.
15. Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communication services.
16. Local Exchange Carrier/Local Exchange: This term means a company providing telecommunications service within a local exchange or LATA.

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RULES t ' d)

Rule 1 - Definitions (Cont'd)

17. **Night\Weekend:** The words "Night/Weekend" mean 11:00 P.M. to 7:59 A.M. local time in the originating city, Saturday, from 8:00 A.M. to Sunday at 10:59 P.M.
18. **Nonbusiness Hours:** The phrase "Nonbusiness Hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.
19. **Regular Billing:** The words "Regular Billing" mean a standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a subscriber.
20. **Residential Service:** The phrase "Residential Service" means telecommunication services used primarily as nonbusiness service.
21. **Service:** The term "Service" means any telecommunications service provided by the company under these schedules.
22. **Subscriber:** The term "Subscriber" means the firm, company, corporation, or other entity which contracts for service under this tariff and which is responsible for the payment of charges as well as compliance with Company's regulations pursuant to this tariff. The term "customer" is synonymous with the term "subscriber."
23. **Switch:** The term "Switch" means an electronic device which is used to provide circuit routing and control.
24. **Timely Payment:** The term "Timely Payment" means a payment on a customer's account made on or before the due date.

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RULES (Cont'd)

Rule 2 - Description of Service

The Company provides 24-hour **interLATA** and **intraLATA** intrastate telephone services to both residential and business customers between points in Arizona.

Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company and to sign a completed service order. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying Company for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.

Rule 4 - Contracts

The company and a Subscriber may enter into a contract for service to be provided under a specified rate plan for a specified term, which term may be automatically renewed if agreed to by parties. Unless otherwise provided, contracts may be terminated by the Subscriber only upon providing the Company with 30 days' advance written notice. In the event the effective date of termination is prior to the end of the current contract term, the Subscriber will be liable for a termination fee equal to the sum of the recurring service charges specified for the remainder of the contract.

Rule 5 - Reserved

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RULES (Cont'd)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

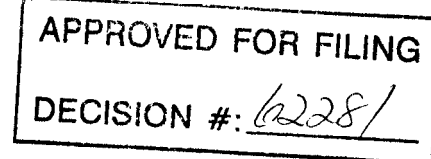
1. The Applicant provides a credit history acceptable to the Company. (Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.)
2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving or continuing to receive service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. The amount of the deposit will not exceed the charges for two months of service based on the Applicant's or Subscriber's average bills during the previous twelve months. When, in the Company's judgment circumstances so require, the amount of the deposit may be based on an estimate of two month's service determined from the Subscriber's past usage, the Subscriber's own estimate of expected usage, or the Company's network average usage considering the type and nature of the Subscriber's service.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.



RULES t ' d)

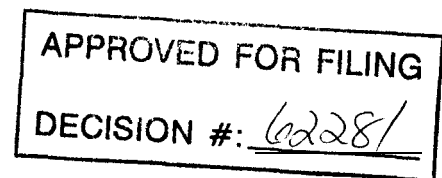
Rule 7 - Deposits and Advance Payments (Cont'd)

A. Deposits: (Cont'd)

4. Refund or Credit: Upon discontinuance of service or prompt and timely payment of all charges for twelve consecutive billing periods, whichever comes first, the Company will refund the deposit together with any interest due. In the case of discontinuance of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to Subscriber within 30 days after the discontinuance of service. In the case a refund is due after timely payment of the Company's charges, the Company will refund the deposit and interest within 30 days. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.
5. Simple interest at the rate of 7% per annum will be applied to the deposit, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered.
2. Negotiation of a subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.



RULES t ' d)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber may be given verbally or by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in a minimum point size type of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No Subscriber notice is required for minor rate increases or for rate decreases. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

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RULES t ' d)

Rule 9 - Rendering and Payment of Bills

- A. Subscriber bills are issued monthly. The Subscriber will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscriber payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 21 days after the bill is rendered and is designated by the due date on the Subscriber's bill. The Subscriber shall have at least 21 days from the rendition of a bill to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if the Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid in any of the following circumstances: five days from the rendition of written notification, or a mutually established late payment arrangement date, or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or such other amount allowed by law. This amount will be assessed from the date payment was due.
- E. The Company is not responsible for local telephone charges incurred by the Subscriber in gaining access to the Company's network.
- F. Recurring charges are billed in advance on a monthly basis. Unless otherwise expressly provided in this Tariff, the entire specified monthly recurring charge shall be due and payable for any portion of a monthly billing cycle during which service is provided, and shall not be prorated.
- G. A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "Error file" calls (those which cannot be billed, due to the unavailability of complete billing information to the company) which shall have a six-month backbilling period. In cases of toll fraud, a backbilling period of no more than three years.

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RULES t ' d)

Rule 10 - Disputed Bills

- A. Any disputed charge must be brought to the Company's attention by written notification within 30 days of the customer's receipt of the bill upon which the disputed charge appears.

The contact person at the Company is Mr. Ron Ireland, TRI-M Communications, Inc. dba TMC Communications, 1421 State Street, Suite C, Santa Barbara, California 93101, Tel: (800) 9658620.

Customers may also contact the Arizona Corporation Commission at 1200 West Washington Street, Phoenix, Arizona, 85007.

- B. In the case of a billing dispute between the customer and the Carrier which cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, as described in Rule 9, or the service may be subject to disconnection.
- C. The customer may request an in-depth investigation into the disputed amount and a review by a Company manager within 30 days of the disputed bill's billing date.

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscriber

1. A Subscriber may have service discontinued upon 10 days notice to the Company. Notices will be deemed received upon actual receipt by the Company. Subscribers remain responsible for payment of all bills for services furnished.
2. If a Subscriber cancels his order for service before the service begins, a \$10.00 charge will be levied upon the Subscriber for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Subscriber by the corporation.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

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RULES (Cont'd)

Rule 11 • Discontinuance and Restoration of Service

A. Discontinuance by Subscriber (Cont'd)

4. Upon termination, pre-subscribed Subscribers may be held responsible for charges thereafter if the Subscriber has not selected an alternative long distance Company or the local exchange has not transferred service to the alternative Company because such a Subscriber may continue to receive service from the Company.

B. Discontinuance by the Company

1. The Company will follow the appropriate state requirements.
- (a) The Company may discontinue service under the following circumstances:
- (i) Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Subscriber will be liable for all reasonable costs of collection including court costs, expenses, and actual attorney's fees.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) An order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.
 - (viii) For lack of use by the Subscriber for three full billing cycles.
- (b) Service may be refused or disconnected in the event of illegal use. The Company may **disconnect** service for this reason after sending written notice certified mail to the Subscriber's last known address.

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RULES t ' d)

Rule 11 • Discontinuance and Restoration of Service (Cont'd)

C. Notice of Disconnection

1. Written notice of the pending disconnection will be rendered not less than 5 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S mail to the Subscriber's last known address;
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service **will** not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

D. Restoration of Service

The Subscriber may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$25.00 charge for restoration of service after disconnection.

Rule 12 • Information to be Provided to the Public

- A. A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office **during** regular business hours.
- B. A copy of this tariff will be provided by Company's business office upon request for a nominal cost to cover postage and copying fees.

Rule 13 • Reserved

Rule 14 • Continuity of Service

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the Subscribers will be notified in writing by mail at least one week in advance.

Rule 15 • Reserved

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RULES (Cont'd)

Rule 16 • Reserved

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ORIGINAL

RULES n t ' d)

Rule 16 - Reserved

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RULES t ' d)

Rule 16 • Reserved

Rule 17 • Use of Service for Unlawful Purposes

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Rule 18 • Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, shall be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection.

Rule 19 • Collection Cost

If any Subscriber hereto fails to perform any of such Subscriber's payment obligations, the Subscriber shall pay any and all collection costs and expenses incurred by the Company in enforcing or establishing its rights hereunder, including, without limitation, court costs, arbitration costs, and actual attorney's fees.

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